

Arbitration Association or the Christian Legal Society's arbitration service. Both parties agree to be bound by the decision of the arbitrator. The cost of such an arbitration shall be borne as the award may direct. The award shall be rendered in such form that judgement shall be entered thereon in the highest court of the forum having jurisdiction thereof.

(d) This Agreement shall be governed by the laws of the state of California.

(e) This constitutes the entire Agreement between the parties, all prior understandings are hereby merged herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

NATIONAL MINORITY
TELEVISION, INC.

TRINITY BROADCASTING
NETWORK, INC.

BY:

Gene Duff

BY: _____

AFFILIATION AGREEMENT

AGREEMENT ~~by~~ and between Trinity Broadcasting Network, Inc., (TBN),
Santa Ana, California, P.O. Box A, Santa Ana, California, 92711, and
Radio Ministries 291 Inc., a non-profit Co
corporation (~~Broadcaster~~), licensee of full power television broadcast
station KMLM, Cedar Rapids, Iowa, on Channel 42, hereby
mutually ~~covenant~~ and agree, as of this 21 day of October,
19 88 as follows:

WITNESSETH:

WHEREAS, TBN believes its programming to be of special significance
to certain segments of society; and

WHEREAS, TBN places great value in the distribution and dissemination
of its specialty religious programming; and

WHEREAS, TBN wishes to foster the development of religious
broadcasting by allowing new broadcasters to broadcast its programming;
and

WHEREAS, Broadcaster recognizes the programming excellence of TBN,
and the technical and financial benefits extended to it through an
affiliation with TBN;

NOW THEREFORE, the parties, in consideration of the terms and
conditions contained herein, mutually agree to be bound by this agreement
in its entirety as follows:

1. DEFINITIONS

A. FCC and the Commission are both understood to mean the
Federal Communications Commission.

B. Television Station or broadcaster is understood to mean a television broadcast station authorized by the FCC under Part 73 of the Commission's Rules and Regulations and the licensee thereof.

C. FCC authorizations are understood to mean construction permits and/or licenses to broadcast issued by the Federal Communications Commission.

D. Airtime is understood to mean the period of time during which a television broadcast signal is being transmitted.

E. Community of license is understood to mean the community for which the Broadcaster has been licensed to broadcast.

F. CATV System is understood to mean a community antenna television system authorized by Part 76 of the Commission's Rules and Regulations.

G. Regularly scheduled programs are programs which have been aired at the same time, with the same title and duration for a period of four (4) months.

H. Optional programs (or programming) are programs which do not appear in the attached current TBN program schedule (Exhibit A), or subsequent updated TBN program schedules.

I. Prime time is understood to be five (5) o'clock P.M. to eleven (11) o'clock P.M., Pacific Standard Time.

2. Programming.

Broadcaster shall have such rights to broadcast TBN's programming as follows:

(a) TBN shall offer to Broadcaster, for broadcast by its television station, the full schedule of TBN programming, which shall not be less than twelve (12) hours per day. However, TBN shall not be obligated to offer Broadcaster such programs as TBN, in its sole discretion, elects or to have broadcast in a particular community or communities.

(b) Broadcaster shall pay Trinity Broadcasting Network as follows:

Broadcaster shall pay Trinity Broadcasting Network for the carriage of the "PRAISE THE LORD" program aired by broadcasters during prime-time, or for such a program of similar format and length, which Trinity Broadcasting Network shall designate pursuant to subparagraphs 6 (a), the sum of twenty percent (20%) of zip code revenue received per month.

(c) From time-to-time, TBN may make optional programming available to Broadcaster. Broadcaster may accept and broadcast such optional programming by notifying TBN. Such acceptance notification by Broadcaster must be within three (3) days (exclusive of Saturdays, Sundays, and holidays designated as such by the United States Congress) after TBN makes the offer of such optional programming. In the event Broadcaster does not accept the optional programming offered by TBN, TBN shall be free to make such programming available to any other broadcaster or CATV system serving Broadcaster's community of license.

3. Delivery.

(a) Broadcaster agrees to construct a domestic satellite earth station suitable for receiving program material distributed by TBN. TBN will deliver its programming to Broadcaster via satellite, program

transmission lines or radio relay lines (hereinafter collectively referred to as "via satellite").

(b) If, for any reason, the transmission of any program via satellite is not feasible, or is determined by TBN to be impractical or undesirable, such program may be delivered to Broadcaster, at TBN's expense, in the form of tape or other recorded version.

(c) In cases where programs are not transmitted to Broadcaster via satellite, TBN may deliver to Broadcaster, transportation charges prepaid, a video tape or other recorded version of the program sufficiently in advance to enable broadcast of the program at the scheduled time. Unless TBN directs otherwise, each such recorded version, and the reels and containers furnished therewith, shall be returned to TBN in as good condition as when received (reasonable wear and tear expected) immediately after the single television broadcast of the program.

4. Program Rights and Recording.

All right and title in and to all programming, including without limitation, all copyrights, titles, names, stories, plots, incidents, ideas, formulas, formats, general content of the program, and other literary, artistic and musical or other creative material, other than that in the public domain, shall remain vested in TBN. Broadcaster agrees not to authorize, cause or permit TBN programming to be used for any purpose other than broadcast or promotion by Broadcaster. Broadcaster shall not allow any recordings or tape delayed transmission by any other person for any purpose whatsoever.

5. Broadcaster's Right to Substitute.

Nothing contained herein shall prevent or hinder Broadcaster from

rejecting or refusing to broadcast any program which Broadcaster reasonably believes is necessary in order to comply with the FCC's Rules and Regulations, or from substituting for any program, regardless of content, a program of outstanding local or national importance.

6. Payment.

Broadcaster shall pay Trinity Broadcasting Network as follows:

(a) Broadcaster shall pay Trinity Broadcasting Network for the carriage of the "PRAISE THE LORD" program aired by broadcasters during prime-time, or for such a program of similar format and length, which Trinity Broadcasting Network shall designate pursuant to subparagraphs 2 (b), the sum of twenty percent (20%) of zip code revenue received per month.

(b) Broadcaster shall carry a minimum of nine (9) other hours of TBN programming at whatever time Broadcaster shall decide. Consideration for the broadcast of such programming by Broadcaster is included in the package sum paid by Broadcaster to TBN in accordance with paragraph 6 (a) above.

(c) Broadcaster is free to carry any other TBN programming provided via satellite not specified in paragraph 7(a) and 7(b) below without charge.

7. Broadcaster Covenants.

Programming accepted by Broadcaster shall be subject to the following conditions:

(a) Broadcaster shall not, without prior written permission of TBN, make any deletions from or additions to the "PRAISE THE LORD" program, or such similar program as is designated pursuant to subparagraph 2(b)

above, or ~~insert~~ any commercial or other announcements therein.

(b) Broadcaster shall not, without TBN's prior written authorization, sell ~~unsponsored~~ TBN programs for commercial sponsorship.

(c) Broadcaster shall not delete the TBN identification, or the program promotional or production credit announcements from any "PRAISE THE LORD" program, or other similar program designated pursuant to subparagraph 2(b) above, ~~except~~ that Broadcaster may omit announcements pertaining to a program that Broadcaster is not going to broadcast. For any such deleted material, Broadcaster may substitute only promotional announcements pertaining to other TBN programs, or public service announcements of Broadcaster.

(d) For TBN programming other than that referred to in subparagraph 7(c) above, Broadcaster shall not delete the TBN identification, nor shall it insert during any TBN programming, any announcements or advertisements which shall be inconsistent with TBN's fundamental Christian morals and standards which include, but are not limited to any and all "R" or "X" rated movie advertising; advertising for contraceptives, alcoholic beverages; or feminine hygiene products of a personal nature, or abortion clinics; any advertising containing desirable connotations in reference to the occult, witchcraft, astrology, horoscopes, magic (such as mystic science), gambling, tobacco products, controlled substances or sexual promiscuity. If Broadcaster inserts any announcements which TBN deems inconsistent with the standards set forth above, the same shall be considered a breach of the Agreement and TBN shall have the right to immediately terminate the Agreement.

8. Delayed Broadcasts.

If TBN offers a program that Broadcaster is unable to broadcast at the time of the proposed transmission, and if TBN and Broadcaster shall agree on a delayed broadcast of it from video tape or other recorded version, the following provisions shall apply:

(a) each party shall be compensated for the delayed program as though it has been carried directly;

(b) at the time of each delayed broadcast, Broadcaster shall announce that the program is a tape or other recorded version of a program that was presented earlier.

(c) Broadcaster shall use each such tape or other recorded version only for the purpose herein contemplated, broadcasting it only at the time agreed upon and comply with TBN's instructions concerning its disposal.

(d) TBN reserves the right to discontinue, upon 24 hours notice, any arrangements with respect to any delayed broadcasts of TBN programs.

9. Performing Rights Licenses.

TBN shall maintain such licenses, including performing rights licenses, as now are or hereafter may be in general use by television broadcasting stations and as may be necessary to enable broadcast of TBN's programs. TBN shall endeavor to enter into appropriate arrangements to clear at the source all music in the repertory of American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc., (BMI), and of SESAC, Inc., used in TBN programming, thereby licensing the broadcast of music in such programs over Broadcaster's station.

10. Indemnification.

TBN will indemnify and hold Broadcaster harmless from and against any and all claim, damage, liability, cost, or expense (including legal fees, provided TBN has the option of either providing necessary legal services or agreeing with Broadcaster in the selection of such legal representation) reasonably incurred and arising from the broadcast of any material supplied by TBN. Broadcaster will likewise indemnify and hold harmless TBN from and against any claim, damage, liability, cost or expense (including legal fees) reasonably incurred, arising from the broadcast of any material other than that supplied by TBN.

11. Warranties.

TBN and Broadcaster each represent and warrant to the other that each has the necessary power and authority to enter into this Agreement and fully perform its obligations hereunder.

12. Force Majeure.

TBN shall not be liable to Broadcaster for failure to deliver any program by reason of an act of God, labor disputes, breakdown of facilities, fire, flood, legal enactment, governmental order or regulation, or any other cause beyond its control. Broadcaster in turn, shall not be liable to TBN for failure by reason of any of the aforesaid contingencies to broadcast any TBN program Broadcaster has previously accepted or is obligated to accept and broadcast. Broadcaster shall not have the right to payment for any program not broadcast by reason of the aforesaid contingencies.

13. Cancellation.

This Agreement may be cancelled upon the following terms:

(a) If the transmitter location, power or frequency of the station is changed at any time so as to effect adversely the area or population coverage of Broadcaster's station, TBN may terminate this Agreement upon 60 days written notice to Broadcaster.

(b) If Broadcaster airs programs or announcements immediately prior to or following the broadcast of TBN programming which are inconsistent with the fundamental Christian moral standards set out in paragraphs 9(d) above, this Agreement may be cancelled immediately by TBN by providing written notice of cancellation to the Broadcaster.

(c) Either party may cancel this Agreement at any time by providing 120 days written notice.

(d) Upon serving written notice of the execution of an agreement contemplating the transfer or assignment of the Broadcaster's authority to operate its station, such as would require the filing of an FCC form 314 or 315, or successor forms of similar import, TBN may terminate this Agreement upon 30 days written notice.

14. Duration.

This Agreement shall become effective at three (3) o'clock p.m., Pacific Standard Time on the October 21, 1988.

Unless sooner terminated as hereinabove provided, this Agreement shall continue for a period of five (5) years. Thereafter it shall be renewed on the same terms and conditions for successive periods of five years each, unless and until either party notifies the other of its intention not to

renew. Such notice shall be given at least 120 days prior to the expiration of the then ~~current~~ term.

15. Notices.

Any such notices given or required to be given hereunder shall be in writing, and shall be transmitted by prepaid mail or telegram addressed to TBN at P.O. Box C-11949, Santa Ana, California 92711, and to Broadcaster at 2100 Broadway Street - Los Angeles, California or at such other address as either party may specify by notice similarly sent. Where notice is given by mail or telegram, the date of mailing or the date of delivery to the telegraph office, as the case may be, shall be deemed the date of giving notice.

16. General Provisions.

(a) The waiver by either party of a breach or default by the other shall not be deemed to constitute a waiver of any preceding or subsequent breach or default of the same or any other provision.

(b) This Agreement may not be modified, renewed or discharged, except as herein specifically provided, or by an agreement in writing signed by both parties.

(c) The parties to this Agreement intend that all disputes and controversies of every kind and nature between the parties hereto arising out of, or in connection with, this Agreement as to existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance or termination thereof, shall be arbitrated in Los Angeles or Orange County, California by a third person acceptable to the parties under the rules then obtaining of the American

Arbitration Association or the Christian Legal Society's arbitration service. Both parties agree to be bound by the decision of the arbitrator. The cost of such an arbitration shall be borne as the award may direct. The award shall be rendered in such form that judgement shall be entered thereon in the highest court of the forum having jurisdiction thereof.

(d) This Agreement shall be governed by the laws of the state of California.

(e) This constitutes the entire Agreement between the parties, all prior understandings are hereby merged herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

NATIONAL MINORITY
TELEVISION, INC.

TRINITY BROADCASTING
NETWORK, INC.

BY:

James D. [Signature]

BY:

RECEIVED

FEB - 3 1987

JOSEPH E. DUNNE III
COLBY M. MAY*

* ALSO ADMITTED IN VIRGINIA

MAY & DUNNE
CHARTERED
ATTORNEYS AT LAW
1156 - 15TH STREET, N.W.
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(202) 223-9013

FCC
Office of the Secretary

RICHARD G. GAY
OF COUNSEL

TELECOPIER NO.
(202) 955-9595
ZAP NET NO.
(202) 296-0410

February 3, 1987

HAND DELIVER

Mr. William J. Tricarico
Secretary
Federal Communications Commission
Washington, D.C. 20554

RE: Assignment of Television Channel 42, Odessa, Texas From
Alfred H. Roever, III (Assignor), to National Minority TV,
Inc. (Assignee)

Dear Mr. Tricarico:

Filed herewith, in triplicate, on behalf of the referenced parties, is an application seeking assignment (FCC Form 314) of television Channel 42, Odessa, Texas from Alfred H. Roever, III (Assignor) to National Minority TV, Inc. (Assignee).

If any questions should arise concerning this matter, kindly contact the undersigned directly.

Respectfully submitted,

MAY & DUNNE CHARTERED

By:

Colby M. May

CMM:ncbB58

xc: Mrs. Jane Duff

Alfred H. Roever, III (For Public File)

Commission Use Only

File No.

United States of America
Federal Communications Commission
Washington, D.C. 20554

Approved by OMB
3060-0031
Expires 3/31/86

APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE
(Carefully read instructions before filling out form — RETURN ONLY FORM TO FCC)

Section I

GENERAL INFORMATION

Part I — Assignor

1. Name of Assignor

Alfred H. Roever, III

Street Address

City

9 2 5 R E D O A K A Z L E

State

Zip Code

Telephone No.

(Include area code)

T X

7 6 0 2 0

2. Authorization which is proposed to be assigned

(a) Call letters

Location

Channel 42

Odessa, Texas

(b) Has the station commenced its initial program tests within the past twelve months?

☐ YES ☒ NO

If yes, was the initial construction permit granted after comparative hearing?

☐ YES ☐ NO
N/A

If yes, attach as Exhibit No. _____ the showing required by Section 73.3597.

3. Call letters of any Remote Pickup, STL, SCA, or other stations which are to be assigned:

N/A

4. Is the information shown in assignor's Ownership Reports (FCC Form 323 or 323-E) now on file with the Commission true and correct as of this date?

☒ YES ☐ NO

If No, attach as Exhibit No. _____ an Ownership Report supplying full and up-to-date information.

5. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.

6. State in Exhibit No. N/A whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving dates; (iii) call letters or file number of application; or docket number; (iv) location.

GENERAL INFORMATION

Part I—Assignor

7. Since the filing of the assignor's last renewal application for the authorization being assigned, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? ☐ YES ☒ NO

N/A

If Yes, attach as Exhibit No. _____ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

SECTION VI

Part I — Assignor

ASSIGNOR'S CERTIFICATION

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules?

☒ YES ☐ NO

The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, Section 1001

I certify that the assignor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 29 day of January, 1987.

ALFRED H. ROEVER, III

Name of Assignor

Signature

OWNER

Title

EXHIBIT 1

ALFRED H. ROEVER III

PURCHASE AGREEMENT

This agreement dated this 10th day of July, 1987, by and between: (1) Alfred H. Roever, III, an individual residing in Odessa, Texas (herein referred to as "Seller"), and (2) Translator TV, Inc., a nonprofit California corporation (herein referred to as "Buyer").

W I T N E S S E T H

WHEREAS, Seller holds an authorization issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to construct and operate a full power television station on Channel 42, Odessa, Texas (FCC File Number BPCT-840920KN, herein referred to as "Station"); and

WHEREAS, Seller is desirous of selling and assigning Station to Buyer, and Buyer is desirous of buying and acquiring Station from Seller;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. Construction Permit and Assets Sold and Purchased.
Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following:

a. FCC Authorizations. All FCC authorizations and applications for construction and operation of Station as listed in Exhibit A, including the sale and transfer of all of

Seller's right, title and interest in and to any call letters used by the Station.

b. Intangibles. All trademarks, service marks, copyrights, common law property rights, and other intangible personal property owned by Seller and used by it in connection with the construction and/or operation of Station.

c. Technical Data. All of Seller's schematics, blueprints, engineering data, and other technical information pertaining to the construction and/or operation of the Station.

d. Antenna/Transmitter Site. All of Seller's rights and interests in the antenna/transmitter site approved by the FCC for the station, as specified in Exhibit B.

2. Amount of Purchase Price.

a. Cash Payment. In consideration for the sale and assignment of the Station and assets listed above, Buyer agrees to pay Seller Twelve Thousand Five Hundred Dollars (\$12,500.00), or such lesser amount as the FCC may approve, subject to the following prorations, adjustments, and conveyance cost:

i. Taxes. All federal, state, and local taxes, if applicable to the purchase and sale contemplated hereby, shall be borne by Seller.

ii. Prorations. All real and personal property taxes and assessments, if any, shall be prorated as of 12:00 midnight of the Closing Date.

b. Program Time. Seller shall also have the right to program one (1) hour of broadcast time a day free of charge for a period of one year after the Station begins operation in accordance with Commission Rule 73.1620, 47 C.F.R. § 73.1620. Said one (1) hour of broadcast time will be scheduled at a mutually agreed upon time between Seller and Buyer, and all programming provided by Seller for broadcast over the Station during this one hour of program time shall be in compliance with all of Buyer's quality and technical standards. The program time provided here is intended for Seller's use only, and it may not be assigned or used by any other entity without the prior written approval of Buyer.

3. Payment of Purchase Price. The Purchase Price specified in paragraph 2.a. above shall be paid by Buyer to Seller in cash, or by cashier's check, on the Closing Date specified in paragraph 5, infra; and by providing the program time specified in paragraph 2.b. above.

4. FCC Approval.

a. FCC Approval Required. Consummation of the purchase and sale provided for herein is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Buyer, to the assignment from Seller to Buyer of all FCC authorizations of Seller relating to the construction and operation of the Station, and said consent having become final. For the purposes of this Agreement, such consent shall be deemed to have become final after it is granted

and published and when the time for administrative or judicial review has expired and when the time for the filing of any protest, petition to rehearing, request for stay, petition for rehearing, or appeal is pending.

b. Filing of Application. The parties agree to proceed as expeditiously as practical, to file or cause to be filed an application requesting FCC consent to the transaction herein set forth, and to file said application (i.e., FCC Form 314) with the FCC not later than thirty (30) days after the date of this Agreement. The parties agree that said Application will be prosecuted in good faith and with due diligence. Each party will be solely responsible for the expenses incurred by it in the preparation, filing, and prosecution of the assignment application, and all fees paid to the FCC in connection with the assignment of Station's authorizations from Seller to Buyer, if any, will be borne equally by Seller and Buyer.

5. Closing Date and Place. The Closing shall take place within twenty (20) days of the date the Commission's consent to the assignment of Station to Buyer becomes final (as defined in paragraph 4.a. herein), provided the conditions specified in this Agreement shall have been met, such date to be mutually agreed on by the parties, but within the effective period of the Commission's consent (the "Closing Date"). The Closing will take place at the offices of Colby M. May, Esq., 1156 15th Street, N.W., Suite 515, Washington, D.C. 20005, or at such other place as Buyer and Seller may select.

6. Seller's Representations and Warranties. Seller represents, warrants, and covenants as follows:

a. Standing of Seller. Seller is above the age of majority and has full legal power to contract in his individual name.

b. Seller's Authority. Except as specifically stated in this Agreement, Seller has full power and authority to sell, transfer, assign, and convey the Station and all assets, authorizations and property herein being sold and assigned.

c. Seller Holds Current and Valid FCC Authorizations. Seller has the power and authority to own, construct, and operate the Station and the business and properties related thereto and holds, and on the Closing Date will hold, current and valid authorizations from the FCC which are necessary for Seller to own, construct, and operate the Station. No action or proceeding is pending or, to the knowledge of Seller, threatened, or on the Closing Date will be threatened or pending, before the FCC or other governmental or judicial body for the cancellation, or material and adverse modification, of Station's authorizations for the Station. Seller further represents and warrants that it will take any and all action necessary to timely and properly file for an extension of the Station's present construction permit, which presently expires on September 13, 1987, if the Closing contemplated in paragraph 5 above has not been completed by that date.

d. No Material Default in Contractual Commitments.

Seller is not, and on the Closing Date will not be, in material default of any contractual commitment to which it is a party, or by which it is bound, and which is to be assigned to and assumed by Buyer.

e. Claims and Litigation. There is no claim or litigation or proceeding pending or, to Seller's knowledge, threatened which affects the title or interest of Seller to or in any of the authorizations, property or assets intended to be sold, assigned, and conveyed hereunder, or which would prevent or adversely affect the ownership, construction, use, or operation of the Station by Buyer.

f. Disclosure. No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished to or to be furnished by the Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

g. Assignments. Seller shall take any and all action necessary to assign and transfer all of its rights and interests in the antenna/transmitter site specified in Exhibit B, including, but not limited to, the assignment of any and all leases, options to purchase or lease, purchase agreements or rental agreements regarding its right to acquire, purchase, use

or develop the antenna/transmitter site specified in Exhibit B. Seller further represents and warrants that its rights and interests in the Station's antenna/transmitter site are valid, current, binding and enforceable agreements or understandings, and Seller has the right to assign and transfer the same to Buyer.

h. Antenna/Transmitter Site. Seller hereby represents and warrants that the antenna/transmitter site for the Station is in compliance with all applicable rules and regulations of the FCC, the Federal Aviation Administration, and all local zoning regulations, if any, and Seller has all rights and authorizations required to build and construct the Station on its approved antenna/transmitter site, and all required authorizations to so construct have been, or by the Closing Date will be, issued, current, valid and unexpired.

7. Buyer's Representations and Warranties. Buyer represents, warrants, and covenants to Seller as follows:

a. Buyer's Organization and Standing. Buyer is a nonprofit corporation duly organized and validly existing and in good standing under the laws of the State of California, and possesses all corporate power necessary to construct, own, and operate Station and carry out the provisions of this Agreement. Buyer's President, Paul F. Crouch, however, is an officer and director of the organizations specified in Exhibit C, which in the aggregate hold interests in the maximum number of television facilities permitted by non-minority controlled organizations